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in business and gradually pay off the debt for which the goods are security, and by replenishing the stock from time to time prevent impairment of the security. There is much apparent justice and good business policy in the holding of the principal case, and it seems to be in harmony with the spirit of the recording acts.

CIVIL RIGHTS—POWER OF CONGRESS TO PROTECT AGAINST INDIVIDUAL INTERFERENCE.—United States Revised Statutes, § 1977 (U. S. Comp. Stat. 1901, p. 1259) provides that all persons within the jurisdiction of the United States shall have the same right in every state and territory to make and enforce contracts as is enjoyed by white citizens. § 5508 (U. S. Comp. Stat. 1901, p. 3712) provides that if two or more persons conspire to injure, oppress, threaten or intimidate any citizen in the free exercise of any right secured to him by the constitution or laws of the United States, they shall be subject to fine and imprisonment and be ineligible to any office created by the Constitution or laws of the United States. Fourteen private individuals charged with conspiring to compel negro citizens, by intimidation and force, to desist from performing their contracts of employment, and with so compelling them to desist were indicted under the above sections. A demurrer to the indictment on the ground that the offense was not within the jurisdiction of the Federal courts, but was judicially cognizable by state tribunals only, was overruled, and on the trial three of the defendants were found guilty. On writ of error to the Supreme Court of the United States it was *held*, (Mr. JUSTICE HARLAN and Mr. JUSTICE DAY dissenting) that Congress was not empowered by the United States Constitution, 13th Amendment, to make the action complained of an offense against the United States, cognizable in the Federal courts, but that the remedy must be sought through state action and in state tribunals, subject to the supervision of the Supreme Court of the United States by writ of error in proper cases. *Hodges et al. v. United States* (1906), — U. S. —, 27 Sup. Ct. Rep. 6.

Mr. JUSTICE BREWER, speaking for the court, says that since prior to the three post bellum amendments the national government had no jurisdiction over a wrong like that charged, and since the Fourteenth and Fifteenth Amendments are restrictions upon state action alone, the jurisdiction claimed, if it exists, must have been vested in the nation by the Thirteenth Amendment. The Thirteenth Amendment is then declared to be a denunciation of a condition and not a declaration in favor of any particular people. "Slavery or involuntary servitude of the Chinese, of the Italian, of the Anglo-Saxon, are as much within its compass as slavery and involuntary servitude of the African." The argument that the wrong complained of was one of the disabilities of slavery, one of the indicia of its existence, and that such disabilities are within the prohibition of the Thirteenth Amendment was answered by the majority opinion as follows: "It was not the intent of the Amendment to denounce every act done by an individual which was wrong if done to a free man and yet justified in a condition of slavery, and to give authority to Congress to enforce such denunciation." Mr. JUSTICE HARLAN's strong dissenting opinion is to the effect that since the Thirteenth Amendment is

directed against the acts of individuals as well as those of states, and since the indicia of slavery have formerly been held to be within its scope, the acts here complained of should be cognizable in Federal courts. The majority opinion nowhere denies that the Amendment in question is directed against action by individuals, but rather by implication admits that fact and, it seems, merely holds that the acts complained of do not result in a condition which comes within the meaning of the words "slavery and involuntary servitude" as used in the Amendment. While the argument that since a wrong such as is here complained of perpetrated by a number of negroes against a white person would not be considered as reducing that white person to a condition of slavery, this wrong perpetrated by white persons against negroes can not be so considered, has considerable force in the light of the court's construction of this amendment, yet, as has been suggested, considering the inciting cause of the Amendment and the fact that race prejudice against the negro is so strong and universal that the court may take judicial notice of it, it would not have been at all surprising had the jurisdiction of the Federal courts been declared. In the *Civil Rights Cases*, 109 U. S. 3, the right to make and enforce contracts is referred to as one of those "fundamental rights which appertain to the essence of citizenship, and the enjoyment or deprivation of which constitutes the essential distinction between freedom and slavery."

COMMON CARRIERS—LIMITATION OF LIABILITY—AGREED VALUATION.—Plaintiff shipped by defendant express company a package containing a manuscript of a history of literature, and received therefor a receipt containing a stipulation that, in the absence of a different valuation placed thereon by the consignor, the agreed valuation of the package should be fifty dollars in case of loss or damage. The package was lost through defendant's negligence, and its value, in the absence of a market value, was placed at fifteen hundred dollars, or the value to plaintiff based upon his time and labor in preparing it. *Held*, that the stipulation as to the agreed valuation was void and the true value could be recovered. *Southern Express Company v. Owens* (1906), — Ala. —, 41 So. Rep. 752.

In this case the court divides the liability of a common carrier into two parts: first, a liability caused by its own negligence or omission of duty, the liability of an ordinary bailee; and, second, for losses by mistake or accident, the liability of an insurer. As to the latter a carrier may by special contract limit or qualify its liability. But as to its negligence, public policy forbids that it should be relieved by special agreement from that degree of diligence which the law has exacted in the discharge of its duties. This is a proper statement of the law, but it seems that the court has missed the point in that the agreed valuation is not a limitation of liability for negligence, but a valuation agreed upon by the parties as to the real value of the article shipped, in lieu of another placed thereon by the shipper and which is the basis of the contract for carriage. In *Hart v. Railroad*, 112 U. S. 331, the shipper consigned five horses and received a bill of lading in which there was a stipulation that the agreed valuation of a carload of horses was \$1,200.00, and it was